

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT is dated this ____ day of _____, 2004, and made by and between the **COUNTY OF YORK, VIRGINIA**, or assigns, or hereinafter referred to as "Purchaser"), and **WAVE PROPERTIES, LLC**, a Virginia limited liability company, (hereinafter referred to as "Seller").

WITNESSETH:

WHEREAS, Seller is the owner of record and in fee simple of that property consisting of two parcels totaling approximately 1.17 acres located on U. S. Route 17, in York County, Virginia, and described among the tax map records of said County as Tax Map Numbers 29-00-00-22 and 29-00-00-23, hereinafter referred to as the "Property;" and

WHEREAS, it is the desire of Purchaser to purchase and Seller to sell the Property all in accordance with the following terms and conditions:

NOW THEREFORE, in consideration of Five Thousand and 00/100 Dollars (\$5,000.00) paid by certified or cashier's check to Dustin H. DeVore, Esq., ("Escrow Agent") to be held as Deposit in accordance with the terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby agree to grant, bargain, sell and convey unto the Purchaser and Purchaser does hereby agree to purchase the above-described property, together with all rights-of-way, easements, appurtenances and improvements on the property, all mineral, oil, gas, water and other subsurface rights and profits, and all sewer, water, and other utility rights and all right, title and interest of Seller in and to any roads, streets, and ways, public and/or

private, serving and/or adjacent to the land, (collectively hereinafter referred to as the "Property"), all in accordance with the terms of this Agreement. The Deposit shall be placed in an interest-bearing account in a federally insured institution and said interest shall be construed to be as additional Deposit and pass to Seller or Purchaser in accordance with the terms of this Agreement.

1. PURCHASE PRICE AND TERMS OF PAYMENT

a. Purchase Price: The purchase price for the Property shall be Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00).

b. Terms of Payment: Purchaser shall pay all cash or its equivalent at closing, of which the above Deposit shall be a part.

2. CONTINGENCY FOR CONTRACT FOR PURCHASE OF ADJACENT PROPERTY

The Purchaser's obligations hereunder are expressly made contingent upon the execution by Purchaser and John G. Martin Co., L.L.C. ("Martin"), of a binding Agreement for Exchange of Real Estate whereby Purchaser shall convey to Martin the Property to be acquired by Purchaser from Seller hereunder, and whereby Purchaser shall acquire from Martin a portion of York County Tax Map Parcels 29-00-00-22 and 29-00-00-23 for the purpose of a proposed Grafton Drive—Burts Drive connector road.

3. ENVIRONMENTAL STUDY PERIOD

The obligations of the Purchaser shall be contingent upon a satisfactory environmental study and Purchaser shall have thirty (30) days ("Environmental Study Period") from the date of final acceptance of this contract by Seller in which period Purchaser may make such tests and examinations (including without limitation field

surveys and soil borings), as Purchaser deems reasonable and necessary to determine whether the Property is free of environmental contamination. Upon execution of this Agreement, Seller shall provide Purchaser with copies of any environmental studies performed on the Property which may be in Seller's custody and control. If, at or before the conclusion of the Environmental Study Period, Purchaser shall determine that it is not in Purchaser's best interest to proceed to settlement and acquire the Property, then Purchaser shall have the right to declare this contract null and void and of no further force and effect and the Deposit shall be returned.

4. TITLE

The Property is to be sold free of encumbrances and all real estate taxes are to be current to the date of closing. Title to the subject Property shall be good of record and in fact, marketable, and insurable at regular rates by a reputable title insurance company doing business in the Commonwealth of Virginia and shall be acceptable to Purchaser in all respects. Seller shall provide Purchaser within seven (7) days of execution of this Agreement by Seller with a copy of any owner's or lender's title insurance policy or commitment to insure which Seller has or has available to it in the name of the current record owners. In the event of defects or objections to the title, Seller shall have a reasonable period of time in which to clear the title at Seller's expense. The date for settlement or other action required hereby shall be extended by the amount of time taken by Seller to correct defects. If the items complained of are not corrected by Seller within four (4) months from the date the report of title is delivered to Purchaser, then this Agreement, at the option of the Purchaser, shall become null and void and the Deposit

shall be refunded to Purchaser in full unless Purchaser is nevertheless willing to accept such title as Seller is able to deliver. It is agreed that Purchaser may require the proceeds of sale to be used at settlement to discharge any monetary encumbrances against the Property. During the term of this Agreement, Seller shall not mortgage or encumber the Property or execute any easements, covenants, conditions or restrictions with respect to the Property or otherwise take any action to alter the status of title without first obtaining Purchaser's prior written consent. It shall be the responsibility of the Seller to obtain any partial or full releases necessary to convey the Property free and clear of any liens.

5. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as of the date hereof, such representations and warranties to be repeated and true as of the date of settlement:

a. That Seller has the full power to convey the Property in fee simple absolute without the consent of any other party.

b. That there are no threatened or pending condemnation or other proceedings or litigation against or affecting any part of the Property. Seller has not entered into any executory agreement with any governmental or quasi-governmental authority relating to the Property, or any part thereof.

c. That Seller will, during the term of this Contract, keep any existing mortgage(s), or deeds of trust against the Property current and not in default and pay taxes and other public charges against the Property so as to avoid forfeiture of Purchaser's rights under the Contract and upon request by Purchaser will provide within five (5) days the names, addresses and phone numbers of any lienholders.

d. The Property and the use thereof are free of any violations of local, state or federal laws or regulations.

e. Seller is not a "foreign person" as defined by Section 1445 of the Internal Revenue Code, and will provide reasonable assurances of that fact, including the signing of affidavits attesting to the fact, as may be required by Purchaser or Purchaser's title insurer.

f. The Property has never been used as a landfill, nor has the Property been used for the burying or placement of any hazardous or toxic wastes as such terms may be defined according to applicable regulations of federal, state, or local governmental agencies, and that in the event debris or hazardous or toxic wastes are discovered on the Property, Seller will pay for all removal and cleanup costs. The provisions of this paragraph shall survive closing.

g. Seller represents and warrants to Purchaser that he has not made and will not make any commitments or representations to any governmental authorities, or any adjoining property owner, which would in any manner be binding upon the Purchaser or interfere with the Purchaser's contemplated development or use of the property.

h. Seller represents and warrants to the Purchaser that all bills and claims for labor performed or materials provided to or for the benefit of the Property have been paid or will be paid in full by the Seller, and that there are no mechanics' liens perfected or noted as affecting the Property. Furthermore, Seller agrees to execute and deliver at settlement such affidavits or indemnities or take such other actions as Purchaser's title insurance company shall reasonably require.

6. POSSESSION

Possession of the Property shall be delivered to the Purchaser at settlement free whatsoever of any tenant or occupant.

7. ADJUSTMENTS

Rents, taxes, including roll-back taxes, if any, interest and the like, if applicable, are to be adjusted to the date and time of settlement. If the closing shall occur before the Property has been assessed for taxation for the current year, or before the tax rate is taxed for the then current year, the apportionment of taxes shall be on the basis of the tax rate for the previous year applied to the latest assessed valuation, with proration to be adjusted between the parties based on the actual taxes for the year of closing at such time as the actual taxes are determined. This provision shall survive closing. In the event the Property is presently assessed for real estate taxation under special land use provisions, the amount of any roll-back-tax shall be calculated as of the date and time of settlement, as if the property were then removed from land use, and at settlement Seller shall pay the amount of the roll-back-tax so calculated.

8. CONVEYANCE/COSTS

Seller shall convey the Property to Purchaser , in the name of "the County of York, Virginia," by good and valid General Warranty Deed with English covenants of title to be prepared at Purchaser's expense and Purchaser shall pay the State Grantor's Tax. The cost of examining and insuring the title, conveyancing, notary fees, and state and county transfer recording taxes and fees, including those for deferred purchase money deed of trust, if any, are to be at the cost of the Purchaser.

9. SELLER'S ENGINEERING DATA

Seller agrees to deliver to Purchaser at Purchaser's request free of charge but subject to be returned if this Agreement is terminated, all surveying data concerning the property in Seller's possession or available to Seller as of the date hereof, including any boundary surveys that Seller may have.

10. SETTLEMENT

Settlement and closing of this Agreement is to be held on or before _____, 2004, after the end of the Environmental Study Period referenced above, assuming all contingencies have been satisfied.

11. DEFAULT

a. If the sale contemplated by this Agreement is not consummated through default of Seller, Purchaser may terminate this Agreement and demand and receive a refund of the Deposit, or may seek and obtain specific performance of this Agreement together with any other remedies available to Purchaser in law or equity.

b. If the sale contemplated by this Agreement is not consummated through default of Purchaser, Seller may retain the Deposit as Seller's sole remedy for default as liquidated damages.

12. RISK OF LOSS

The risk of loss or damage to the Property by fire or other casualty until recordation of the deed of conveyance is assumed by Seller.

13. EMINENT DOMAIN

If the Property, or any portion thereof, prior to closing, shall be condemned or taken by any authority or agency having the power of eminent domain, Purchaser shall have the absolute right at its option, to terminate this Agreement by written notice to Seller, given by Purchaser within thirty (30) days after receipt by Purchaser of notice of condemnation or taking, in which event the Deposit shall be returned in full to the Purchaser and thereafter both Seller and Purchaser shall be relieved of further liability under this agreement, at law or in equity. In the alternative, Purchaser may, however, elect to make settlement as to such remaining portion of the property in accordance with the procedure set out below. In the event of any eminent domain proceedings finalized prior to closing, the condemnation award shall be distributed first to Seller, to a maximum of the purchase price set out in this Agreement, with the balance to be distributed to the Purchaser. At settlement, the purchase price shall be reduced by an amount equal to the condemnation award paid to Seller. If Purchaser shall elect to proceed to settlement and the portion of the Property to be condemned has not yet been taken and paid for by the condemning authority by the time of settlement, then there shall be no abatement in the purchase price and Seller shall assign to Purchaser at the time of settlement all of Seller's right to any unpaid condemnation awards, and Seller shall convey the entire Property to Purchaser. Seller shall not adjust or settle any condemnation awards whatsoever without the prior written approval of Purchaser; further, Purchaser and its counsel shall have the right (including prior to the date of settlement) to participate in all negotiations relating to condemnation awards upon giving

written notice of such intent to Seller, and in the event that any litigation arises as a result of any condemnation proceedings, Purchaser may participate in and direct the course of any such litigation, at Purchaser's expense. In no event, however, shall the date for closing be changed or extended due to any such proceedings or actions without the written consent of both parties.

14. MUNICIPAL ORDERS

All violations of municipal or County orders or requirements noted or issued by any department of any governmental body having any jurisdiction or action in any court on account thereof against or affecting the property at the date of settlement of this Agreement, whether disclosed by inspection requested by Purchaser or not, shall be complied with by Seller and the property conveyed free thereof.

15. NOTICE

Whenever notice is required or desired to be given, said notice shall be deemed to have been duly given when mailed by registered or certified mail, return receipt requested, addressed to the respective parties, as follows:

IF TO PURCHASER: County of York, Virginia
c/o James O. McReynolds, County Administrator
P.O. Box 532
Yorktown, VA 23690

With copies to: James E. Barnett, County Attorney
P.O. Box 532
Yorktown, VA 23690

IF TO SELLER:

Said addresses may be changed by providing notice of such change in accordance with this paragraph.

16. COMMISSION

Both parties hereby acknowledge that there is no real estate agent or real estate broker responsible for bringing about this transaction; and in any event, each party agrees to pay for any and all real estate commission for which each may be liable and to further indemnify and hold harmless each other from any claim for such commission or damage as a result of such claim, including reasonable attorney's fees charged to defend such claim.

17. PARTIES

All references herein to parties are in the masculine gender, and are intended to include the feminine gender, the neutral gender, and plurals, as the case may appear from context.

18. BINDING EFFECT

This Agreement and all of the terms, conditions and obligations hereunder shall inure to the benefit or obligation, as the case may be, and shall be binding upon the parties and their respective personal representatives, heirs, successors and assigns.

19. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

20. APPLICABLE LAW

This Agreement and all questions of construction of the provisions hereof and of the rights and liabilities of the parties hereunder shall be construed and determined in accordance with the applicable laws of the Commonwealth of Virginia.

21. COUNTERPARTS

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

22. AMENDMENTS

This Agreement constitutes the entire agreement between the parties, shall replace and supersede all prior agreements between the parties, whether written or oral, and may be amended only a written agreement signed by all of the parties and the terms and conditions set forth herein shall survive the passing of title.

23. HEADINGS

The headings of the several articles in this Agreement have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of this Agreement.

PURCHASER:

COUNTY OF YORK, VIRGINIA

Date: _____

By _____
County Administrator

SELLER:

WAVE PROPERTIES, LLC

Date: _____

By _____

Title _____

AGREEMENT FOR EXCHANGE OF REAL ESTATE

THIS AGREEMENT dated this _____ day of _____, 2004, and made by and between the COUNTY OF YORK, VIRGINIA, or assigns (hereinafter referred to as "the County") and JOHN G. MARTIN CO., L.L.C., a Virginia limited liability company, (hereinafter referred to as "Martin").

WITNESSETH:

WHEREAS, the County is the contract purchaser of that property consisting of approximately 1.17 acres located on U. S. Route 17, in York County, Virginia, and described among the tax map records of said County as Tax Map Numbers 29-00-00-22 and 29-00-00-23, and more particularly described on the attached Exhibit "A" incorporated herein by reference; hereinafter referred to as "Parcel A;" and

WHEREAS, Martin is the owner of record and in fee simple of that property consisting of approximately 1.03 acres located on Grafton Drive, in York County, Virginia, and described among the tax map records of said County as a portion of Tax Map Number 29-00-00-17, and more particularly described on the attached Exhibit "A" incorporated herein by reference, hereinafter referred to as "the Martin Parcel;" and

WHEREAS, it is the desire of the parties to exchange Parcel A and a portion of the Martin Parcel (such portion of the Martin Parcel hereinafter referred to as "Parcel B," the boundaries of Parcel B to be determined as set out more fully below) in accordance with the following terms and conditions:

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, each party does hereby agree to exchange, grant, bargain, and convey unto the other Parcels A and B, respectively, together with all rights-of-way, easements, appurtenances and improvements on the property, all mineral, oil, gas, water and other subsurface rights and profits, and all sewer, water, and other utility rights and all right, title and interest of the present owner in and to any roads, streets, and ways, public and/or private, serving and/or adjacent to such parcels (Parcels A and B are sometimes collectively hereinafter referred to as the "Property"), all in accordance with the terms of this Agreement.

1. **TERMS OF EXCHANGE**

The parties shall exchange Parcels A and B at closing. The exact boundaries of Parcel B shall be subject to determination based on the preparation of engineering drawings acceptable to the Virginia Department of Transportation which depict the boundaries of the right-of-way that will be necessary to construct the proposed Grafton Drive—Burts Road connector, but the parties agree that Parcel B, as finally determined, is expected to conform approximately to the "approximate boundaries of Parcel B" as shown on Exhibit A. The Board shall be responsible for arranging the preparation of such plans and the plat depicting the required right-of-way and shall do so in as expeditious a manner as is possible. At closing, Martin shall pay the Board the additional sum of Twenty-Five Thousand Dollars (\$25,000.00). The

Board shall prepare and record at its own costs a subdivision plat creating Parcel B, and the same shall be recorded at closing. Martin shall cooperate fully in the preparation of such plat and in the execution of any documents necessary to accomplish the subdivision pursuant to applicable ordinances.

2. ENVIRONMENTAL STUDY PERIOD

The obligations of the County shall be contingent upon a satisfactory environmental study and the County shall have thirty (30) days ("Environmental Study Period") from the date of final acceptance of this contract by Martin in which period the County may make such tests and examinations (including without limitation field surveys and soil borings), as the County deems reasonable and necessary to determine whether Parcel B is free of environmental contamination. Upon execution of this Agreement, Martin shall provide the County with copies of any environmental studies performed on the Property which may be in Martin's custody and control. If, at or before the conclusion of the Environmental Study Period, the County shall determine that it is not in the County's best interest to proceed to settlement and acquire the property, then the County shall have the right to declare this contract null and void and of no further force and effect.

3. CONTINGENCY

a. The obligation to effect this exchange is contingent upon the County obtaining within ninety (90) days of execution of this Agreement a binding contract

to purchase from Wave Properties, LLC, the parcels identified as York County Tax Parcel Nos. 29-00-00-22 and 29-00-00-23 (Parcel A). Should the County fail to obtain such a contract within the 90-day period, then the County shall have the right to declare this Agreement null and void.

b. The obligation to effect this exchange is further contingent upon the County preparing and securing approval by the Virginia Department of Transportation of a preliminary alignment plan for the Burts Road—Grafton Drive connector sufficient to determine the boundaries of the necessary right-of-way and to allow the preparation of a survey plat depicting the exact area and boundaries of the parcel to be conveyed by Martin. Should the County be unable to secure approval for such a plat within _____ days of the execution of this Agreement, then Martin may declare this Agreement null and void.

c. The County's obligations as set out in this Agreement are further made contingent upon the adoption by the York County Board of Supervisors, following a duly advertised public hearing pursuant to Code of Virginia § 15.2-1800, of a resolution authorizing the conveyance to Martin of the real property which the County contemplates purchasing from Wave Properties, LLC, and identified in subparagraph (a) of this paragraph, above.

4. TITLE

The Property is to be exchanged free of encumbrances and all real estate taxes are to be current to the date of closing. Title to the Property shall be good of record and in fact, marketable, and insurable at regular rates by a reputable title insurance company doing business in the Commonwealth of Virginia and shall be acceptable to the acquiring party in all respects. Each party shall provide the other within seven days of execution of this Agreement with a copy of any owner's or lender's title insurance policy or commitment to insure which the party has or has available to it in the name of the current record owners. In the event of defects or objections to the title, the party owning the parcel to be conveyed shall have a reasonable period of time in which to clear the title at its own expense. The date for settlement or other action required hereby shall be extended by the amount of time taken to correct such defects. If the items complained of are not corrected within four (4) months from the date the report of title is delivered to a party, then this Agreement, at the option of the acquiring party, shall become null and void, unless such party is nevertheless willing to accept such title as the owner is able to deliver. It is agreed that the acquiring party may require the proceeds of sale to be used at settlement to discharge any monetary encumbrances against the Property it is acquiring. During the term of this Agreement, neither party shall mortgage or encumber the Property or execute any easements, covenants, conditions or

restrictions with respect to the Property or otherwise take any action to alter the status of title without first obtaining the acquiring party's prior written consent. It shall be the responsibility of the conveying party to obtain any partial or full releases necessary to convey the Property free and clear of any liens.

5. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that as of the date hereof, such representations and warranties to be repeated and true as of the date of settlement:

a. That it holds or will hold at the time of closing the entire fee simple title to all of the parcel to be exchanged (legal and equitable), with full power to convey same in fee simple absolute without the consent of any other party.

b. That there are no threatened or pending condemnation or other proceedings or litigation against or affecting any part of its property to be exchanged. It has not entered into any executory agreement with any governmental or quasi-governmental authority relating to the Property, or any part thereof.

c. That it will, during the term of this Agreement, keep any existing mortgages, or deeds of trust against the Property current and not in default and pay taxes and other public charges against the Property so as to avoid forfeiture of the acquiring party's rights under the Agreement and upon request by the acquiring

party will provide within five (5) days the names, addresses and phone number of any lienholders.

d. The Property and the use thereof are free of any violations of local, state, or federal laws and regulations.

e. It is not a "foreign person" as defined by Section 1445 of the Internal Revenue Code, and will provide reasonable assurances of that fact, including the signing of affidavits attesting to the fact, as may be required by the acquiring party's title insurer.

f. To the best of each party's knowledge, neither Parcel has ever been used as a landfill, nor has it been used for the burying or placement of any hazardous or toxic wastes as such terms may be defined according to applicable regulations of federal, state, or local governmental agencies.

g. Each party represents and warrants to the other that it has not made and will not make any commitments or representations to any governmental authorities, or any adjoining property owner, which would in any manner be binding upon the acquiring party or interfere with its contemplated development or use of the Property.

h. Each party represents and warrants to the other that all bills and claims for labor performed or materials provided to or for the benefit of the Property have been paid or will be paid in full by the conveying party, and that there are no

mechanic's liens perfected or noted as affecting the Property. Furthermore, the conveying party agrees to execute and deliver at settlement such affidavits or indemnities or take such other actions as the acquiring party's title insurance company shall reasonably require.

6. POSSESSION

Possession of the Property shall be delivered to the acquiring party at settlement free whatsoever of any tenant or occupant.

7. ADJUSTMENTS

Rents, taxes, including roll-back taxes, if any, interest and the like, if applicable, are to be adjusted to the date and time of settlement. If the closing shall occur before either Parcel has been assessed for taxation for the current year, or before the tax rate is taxed for the then current year, the apportionment of taxes shall be on the basis of the tax rate for the previous year applied to the latest assessed valuation, with proration to be adjusted between the parties based on the actual taxes for the year of closing at such time as the actual taxes are determined. This provision shall survive closing. In the event either Parcel is presently assessed for real estate taxation under special land use provisions, the amount of any roll-back-tax shall be calculated as of the date and time of settlement, as if the Property were then removed from land use, and at settlement the conveying party shall pay the amount of the roll-back-tax so calculated.

8. CONVEYANCE/COSTS

Each party shall convey the Property to be exchanged to the other by good and valid Special Warranty Deed in each case by the seller of each respective Parcel and each party, as seller, shall pay the applicable state Grantor's tax, if any, and state and county transfer recording taxes, if any, are to be at the cost of the acquiring party.

9. SETTLEMENT

Settlement and closing of this Agreement is to be held on or before _____, 2004, assuming all contingencies have been satisfied.

10. DEFAULT

If the exchange contemplated by this Agreement is not consummated through default of either party, the other party may terminate this Agreement, or may seek and obtain specific performance of this Agreement as such party's sole remedy for such default, but neither party shall be entitled to any other damages for default.

11. RISK OF LOSS

The risk of loss or damage to either Parcel by fire or other casualty until recordation of the deed of conveyance is assumed by the conveying party.

12. MUNICIPAL ORDERS

All violation of law or other requirements noted or issued by any department of any governmental agency having any jurisdiction or action in any court on

account thereof against or affecting either Parcel at the date of settlement of this Agreement, whether disclosed or not, shall be complied with by the conveying party and the Parcel conveyed free thereof.

13. NOTICE

Whenever notice is required or desired to be given, such notice shall be deemed to have been duly given when mailed by registered or certified mail, return receipt requests, addressed to the respective parties, as follows:

IF TO THE COUNTY: County of York, Virginia
c/o James O. McReynolds, County Administrator
P.O. Box 532
Yorktown, VA 23690

With copies to: James E. Barnett, County Attorney
P.O. Box 532
Yorktown, VA 23690

IF TO MARTIN:

Said addresses may be changed by providing notice of such change in accordance with this paragraph.

14. REAL ESTATE COMMISSION

Both parties hereby acknowledge that there is no real estate agent or real estate broker responsible for bringing about this transaction; and in any event, each party agrees to pay for any and all real estate commission for which each may be liable and to further indemnify and hold harmless each to the other from any claim

for such commission or damage as a result of such claim, including reasonable attorney's fees charged to defend such claim.

15. BINDING EFFECT

This Agreement and all of the terms, conditions and obligations hereunder shall inure to the benefit or obligation, as the case may be, and shall be binding upon the parties and their respective personal representatives, heirs, successors and assigns.

16. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

17. APPLICABLE LAW

This Agreement and all questions of construction of the provisions hereof and of the rights and liabilities of the parties hereunder shall be construed and determined in accordance with the applicable laws of the Commonwealth of Virginia.

18. COUNTERPARTS

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

19. AMENDMENTS

This Agreement constitutes the entire agreement between the parties, shall replace and supersede all prior agreements between the parties, whether written or oral, and may be amended only by a written agreement signed by all of the parties and the terms and conditions set forth herein shall survive the passing of title.

20. HEADINGS

The headings of the several articles in this Agreement have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of this Agreement.

COUNTY OF YORK, VIRGINIA

Date _____

By _____
County Administrator

JOHN G. MARTIN CO., L.L.C.

Date _____

By _____

Title _____